

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W9132A-5285-5327		PAGE 1 OF 47	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DR-06-T-0009	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOSEPHIN E BARAN				b. TELEPHONE NUMBER (No Collect Calls) 202-730-3792	
9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201  TEL: FAX:		CODE W912DR		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541380 SIZE STANDARD: \$10 MILLION		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO CHEMISTRY UNIT ELIZABETH TURNER 5900 MACARTHUR BLVD NW WASHINGTON, DC 20315-0220 TEL: 202-764-2728 FAX:		CODE E250632		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR   TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)							PAGE 2 OF 47
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
					32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY (Print)			
				41c. DATE		42c. DATE REC'D (YY/MM/DD)	

## Section SF 1449 - CONTINUATION SHEET

P.O.C.

P.O.C. ELIZABETH TURNER, SUPERVISORY MICROBIOLOGIST, WASHINGTON AQUEDUCT DIVISION  
(202)764-0732

P.O.C. JOSEPHINE BARAN, PURCHASING AGENT, CONTRACTING DIVISION (202)730-3792/(410)962-3987

SCOPE OF WORK

**Scope of Work**  
**Contract Laboratory Services for Washington Aqueduct**

**I. General**

1. Furnish all labor, equipment, materials, tools, supervision and all other items incidental to and required to provide laboratory testing services to the Washington Aqueduct.
2. The services rendered shall be to perform testing for various chemical, biological, radiological and other parameters for the purposes of complying with all federal drinking water regulations and as required for special water and wastewater projects.
3. All testing services performed shall conform to all Safe Drinking Water Act (SDWA), National Pollutant Discharge Elimination System (NPDES), Clean Water Act (CWA) or other state and/ or federally mandated requirements and use United States Environmental Protection Agency (EPA) approved test methods or EPA authorized and approved equivalent methods.
4. Laboratories performing tests under this contract must be, and continuously be certified while under contract to perform drinking water analyses for the parameters of interest.
5. The Washington Aqueduct contact person for this contract is Elizabeth Turner, Washington Aqueduct, 5900 MacArthur Blvd. NW, Washington, DC 20016, phone (202) 764-0732, fax (202) 764-2401, e-mail: Elizabeth.A.Turner@wad01.usace.army.mil. All laboratory reports should be sent to her.
6. The laboratory shall provide a secure website which the Washington Aqueduct can access to view current and historical laboratory reports.

**II. Laboratory Testing Services Specifications****I. Services Required**

- a) The services shall include, but not be limited to performance of laboratory analytical tests and preparation of test reports on water samples submitted by the Washington Aqueduct for all parameters listed in Appendix A including:
  - 1) Analysis for all SDWA regulated and unregulated contaminants;
  - 2) Analysis for all (pending and final) new EPA regulations and proposed revisions to existing rules.
  - 3) Provide all materials, supplies, and appurtenances needed to collect, transport and deliver the samples to the laboratory.
  - 4) Provide technical references and client services and consulting support.
- b) The Contractor shall provide sample collection kits consisting of appropriate

sample containers, ice packs, comprehensive sampling instructions and shipping container. Sample kits should be automatically provided for the number of samples and parameters indicated in the sampling schedule in Appendix A. Kits should be shipped to arrive by the fifth of the month in which the samples are scheduled to be collected. All other sample kits will be requested by the Washington Aqueduct contact.

- c) The Contractor shall provide the following rush analysis services when requested. The Contractor shall notify the Washington Aqueduct's contact person of the test results, by telephone or e-mail, as soon as it becomes available or before the close of the following business day.
  - 1) Rush analysis requested to be completed within seven (7) calendar days after the Contractor receives the samples at its laboratory shall be priced at no more than two (2) times the respective standard price bid unless otherwise approved.
  - 2) Rush analysis requested to be completed within two (2) calendar days after the Contractor receives the samples at its laboratory shall be priced at no more than three (3) times the respective standard price bid unless otherwise approved.

## 2. Analytical Method Reporting and Performance

- a) All analysis performance and reporting shall be compliant with all current federal minimum detection limits (MDLs) and minimum reporting levels (MRLs) for all EPA analytical methods and consumer confidence report regulation reporting limits.
- b) No less than 80% of the work performed by the laboratory shall be drinking water analysis. No more than 10% of the tests provided under this contract may be subcontracted. The laboratory must be certified for gross alpha/beta analysis and radon and also certified for other drinking water regulated SOCs, VOCs, and IOCs, with the exception of asbestos (100.2), PCB confirmation (508A) dioxin (1613), and specialized radiochemical tests (Radium 226, 228, Uranium, Tritium, and Strontium 90), which may be subcontracted when required. Subcontractors must be certified to perform required analyses. The laboratory shall be held fully responsible and liable for the performance and quality of service provided by all subcontract laboratories it uses under this contract.
- c) The laboratory is required to maintain state-of-art current technology on all analytical equipment, sample collection, sample preparation, information management and communications necessary to perform the services under this contract and should be able to adapt to all future analytical needs and requirements of the water supply industry.
- d) The laboratory is required to have demonstrated experience with all currently certified parameters, including at least 2 years of documented certification and analysis of at least 500 compliance samples for each test during the prior two years.

## 3. Laboratory Certification

- a) The laboratory must meet and continuously maintain all requirements of an EPA approved laboratory to perform drinking water analysis.
- b) The laboratory must, throughout the entire duration of the contract, be approved to perform all analysis required under the SDWA and capable of performing all UCMR tests according to EPA specifications.
- c) The laboratory must continuously maintain certification and approval throughout the entire duration of the contract. The bidder will provide, with the bid, documentation of such certification and approval.

- d) It is understood by all parties that the Contracting Officer has the option and right to terminate the contract because of any loss of certification subject to the termination clause(s) of the contract.

#### 4. Laboratory Performance Evaluation Requirements

- a) While the laboratory is under contract with the Government, any PE study showing less than 90% satisfactory shall be reported to the Washington Aqueduct within 24 hours of the laboratory receiving the results. In the event such results are received, the laboratory shall within seven (7) calendar days obtain another PE sample for analysis. The results of the repeat analysis shall again be reported to the Washington Aqueduct within 24 hours of receiving the result. If the results are unsatisfactory, it is understood by all parties that the Contracting Officer has the option and right to terminate the contract subject to the termination clause(s) of the contract. During this period, the laboratory shall identify all affected analyses and arrange for the collection and submittal of a new set of samples for re-analysis at another certified laboratory at no additional cost to the Government.

#### 5. Client Support Services

- a) The laboratory is required to possess expert knowledge of all aspects of federal and State drinking water regulations.
- b) The laboratory is responsible to insure there is available for use by the Washington Aqueduct, priority overnight express services capable of shipping samples to the laboratory by 10:30 a.m. the next business day such that samples that have short sample holding times can be analyzed and so that proper compliance required sample temperatures are maintained throughout the entire time the samples are in transit to the laboratory.
- c) The laboratory shall provide a direct 1-800 toll free telephone number and designated primary contact person(s) for the Washington Aqueduct to call for services.
- d) The laboratory shall immediately notify the Washington Aqueduct of all unanticipated positive, confirmed results by telephone or e-mail.
- e) The laboratory shall maintain an individual who will be the primary contact with the Washington Aqueduct to accept sample bottle orders, and also shall provide other related drinking water testing information and/or consultative support, including regulatory updates no less frequently than monthly. Information requests can also include but not be limited to regulatory, environmental, toxicological and other related subject matters. The background of the assigned project manager and resource person shall be included with the proposal to demonstrate adequate qualifications. The mechanism by which the lab provides periodic regulatory information to the Washington Aqueduct shall be documented in the proposal.
- f) Provide other related assistance such as recommending and locating specialized expertise and/or consultants.

#### 6. Reporting, Record Keeping and Data Retention

- a) The laboratory shall provide a written report of the test results (including all required quality control and assurance test results) within 21 working days. Written reports should be e-mailed in .pdf format and then mailed to the Washington Aqueduct contact. Rush analyses will be provided as described in Section II.I.c) herein above.
- b) The laboratory shall provide electronic reports for all analyses. Reports should be in a delimited format for importing into the Washington Aqueduct LIMS.

- c) The laboratory shall provide rush services on request, as described in Section II. I .c), herein above.
- d) The laboratory shall maintain a record of all analyses performed for the Washington Aqueduct for a period of no less than ten (10) years. Electronic copies of historical data records shall be made available to the Washington Aqueduct upon request at no additional cost.
- e) The laboratory shall not disclose, imply nor reveal any data, test results or the contents of discussion it had or is having with the Washington Aqueduct, in whole or in part without the expressed written consent of the Contracting Officer.

### **III. Other Requirements**

1. The contractor has read and fully understands the requirements specified; is in compliance with, and responsible for all federal, state and local laws, ordinances and regulations pertaining to the services, equipment used in the services, or which in any way affects the conduct of the services; and no plea of misunderstanding will be considered on account of ignorance or of being uninformed thereof.
2. The contractor shall not disclose, imply nor reveal any data, test results or the contents of discussions it had or is having with the Washington Aqueduct, in whole or in part without the expressed written consent of the Contracting Officer. The bidder unconditionally guarantees client confidentiality and certifies that the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rule of any group, association, organization or corporation.
3. The contractor agrees, understands, and fully acknowledges that the Contracting Officer reserves the right and option to terminate, at any time, the contract for failure to comply, in whole or in part, with the contract's requirements and specifications, and/or if the Contracting Officer is dissatisfied in any way with the services rendered subject to the termination clause(s) of the contract.

## APPENDIX A BASE YEAR

Contract Analysis Appendix A

ANALYSIS	METHOD REFERENCE
<b>Metals</b>	
Aluminum	
Antimony	
Arsenic	
Barium	
Beryllium	
Boron	
Cadmium	
Calcium	
Chromium	
Copper	
Iron	
Lead	
Magnesium	
Manganese	
Mercury	
Nickel	
Potassium	
Selenium	
Silver	
Sodium	
Thallium	
Zinc	
<b>Inorganics and Physical Parameters</b>	
Nitrosamine	
Total Alkalinity	
Bromide	
Chloride	
Fluoride	
Nitrate (as N)	
Nitrite (as N)	
Sulfate	
Orthophosphate	
Hardness	
Color	
Corrosivity	
Foaming Agents / MBAS / Surfactants	
Total Dissolved Solids	
Cyanide	EPA 335.2
Iodide	
<b>Organic Compounds</b>	
Total Trihalomethanes	EPA 524.2 / 502.2
Volatile Organics (64 compounds)	EPA 524.2



Contract Analysis Appendix A

ANALYSIS	METHOD REFERENCE
Halacetic Acids (5)	EPA 552.2
Haloacetic Acids extended	EPA 552.2
EDB	EPA 504.1
DBCP	EPA 504.1
Carbamates	EPA 531.1
Glyphosate	EPA 547
Endothall	EPA 548.1
Diquat	EPA 549.2
PCBs	EPA 505
Dioxin	EPA 1613
Chlorinated Acid Herbicides	EPA 515.1 / 515.2
Semi-volatile Synthetic Organics	EPA 525.2
NDMA	
Nitrobenzene	
MTBE	
low level perchlorate	
<b>Radiological</b>	
Gross Alpha and Beta	EPA 900.0
Radium 226 / 228	
Radon	
Strontium 90	
Tritium	
Uranium	
<b>Microbiological</b>	
Bacteriological suitability ratio for DI water	
Algae identification and enumeration	
Bacteria id	SM 9225
Giardia/Cryptosporidium	EPA 1623
Legionella	
Viruses	
Aeromonas	
<b>Other</b>	
Asbestos	EPA 100.1 / 100.2
Assimilable Organic Carbon	
Flavor Profile Analysis	
MPA (micro. Particulate Analysis)	
Total Organic Carbon	
Geosmin / MIB	
UCMR List 1 Volatiles (2 cmpds)	

Contract Analysis Appendix A

ANALYSIS	METHOD REFERENCE
UCMR List 1 Semivolatiles (8 cmpds)	
UCMR-List 1 DCPA Metabolites	
UCMR List 1 Perchlorate	
UCMR List 2 Semivolatiles (7 cmpds)	
UCMR List 2 Phenols (4 cmpds)	
UCMR List 2 HPLC (2 cmpds)	
UCMR List 2 extra phenols (8 cmpds)	
UCMR List 2 extra HPLC (7 cmpds)	

# Washington Aqueduct Laboratory

## Washington Aqueduct Contract Analyses Schedule 2006

Current Contract Lab: MWH Labs

### Chemical Monitoring

Frequency	Samples sites	# samples	Matrix	Analyses	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05
4 x / yr	18 & J	2	Drinking Water	SOCs 525 Plus	x			x			x			x		
M (Apr - Sep)	GF	1	Surface Water	SOCs 525 Plus				x	x	x	x	x	x			
4 x / yr	18 & J	2	Drinking Water	Herbicides / Chlorinated Acids 515	x			x			x			x		
M (Apr - Sep)	GF	1	Surface Water	Herbicides / Chlorinated Acids 515	x			x	x	x	x	x	x			
4 x / yr	18, J	2	Drinking Water	Pesticides 508	x			x			x			x		
4 x / yr	GF	1	Surface Water	Sodium/ Potassium	x			x			x			x		
4 x / yr	GF	1	Surface Water	low level perchlorate	x			x			x			x		
4 x / yr	18, J	2	Drinking Water	low level perchlorate	x	x	x	x	x	x	x	x	x	x	x	x
4 x / yr	GF	1	Surface Water	Iodide	x			x			x			x		
4 x / yr	18, J	2	Drinking Water	Iodide	x			x			x			x		
4 x / yr	18, J	2	Drinking Water	Sodium/ Potassium	x			x			x			x		
4 x / yr	18 & J	2	Drinking Water	Diquat	x			x			x			x		
4 x / yr	18 & J	2	Drinking Water	Endothal	x			x			x			x		
4 x / yr	18 & J	2	Drinking Water	Glyphosate	x			x			x			x		
4 x / yr	18 & J	2	Drinking Water	Carbamates	x			x			x			x		
2 x / yr	18 & J	2	Drinking Water	Dioxin					x			x				
2 x / yr	18 & J	2	Drinking Water	EDB / DBCP					x			x				
4 x / yr	18 & J	2	Drinking Water	PCBs	x			x			x			x		
4 x / yr	18 & J	2	Drinking Water	NDMA	x			x			x			x		
4 x / yr	18 & J	2	Drinking Water	524.2	x			x			x			x		
4 x / yr	18 & J	2	Drinking Water	Cyanide	x			x			x			x		
4 x / yr	18 & J	2	Drinking Water	Tritium												
4 x / yr	18 & J	2	Drinking Water	Strontium-90												
4 x / yr	18 & J	2	Drinking Water	Radionuclides (radium-226, radium-228, gross alpha, beta, )												

### Microbiological Monitoring

1 x / yr	3 sites	3	Di Water	Bacteriological suitability ratio			x									

radiologicals in 2005  
asbestos due in 2011

Contract Analysis Appendix A

<b>ANALYSIS</b>	<b>METHOD REFERENCE</b>	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
<b>Metals</b>				0		0
Aluminum				0		0
Antimony				0		0
Arsenic				0		0
Barium				0		0
Beryllium				0		0
Boron				0		0
Cadmium				0		0
Calcium				0		0
Chromium				0		0
Copper				0		0
Iron				0		0
Lead				0		0
Magnesium				0		0
Manganese				0		0
Mercury				0		0
Nickel				0		0
Potassium			12		15	
Selenium				0		0
Silver				0		0
Sodium			12		15	
Thalium				0		0
Zinc				0		0
				0		0
<b>Inorganics and Physical Parameters</b>				0		0
Total Alkalinity				0		0
Bromide				0		0
Chloride				0		0
Fluoride				0		0

## Contract Analysis Appendix A

<b>ANALYSIS</b>	<b>METHOD REFERENCE</b>	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
Nitrate (as N)				0		0
Nitrite (as N)				0		0
Sulfate				0		0
Orthophosphate				0		0
Hardness				0		0
Color				0		0
Corrosivity				0		0
Foaming Agents / MBAS / Surfactants				0		0
Total Dissolved Solids				0		0
Cyanide	EPA 335.2		2		4	
				0		0
<b>Organic Compounds</b>				0		0
Total Trihalomethanes	EPA 524.2 / 502.2			0		0
Volatile Organics (64 compounds)	EPA 524.2			0		0
Halacetic Acids (5)	EPA 552.2			0		0
Haloacetic Acids extended	EPA 552.2			0		0
EDB	EPA 504.1		2		4	
DBCP	EPA 504.1	-----				
Carbamates	EPA 531.1		8		8	
Glyphosate	EPA 547		8		8	
Endothall	EPA 548.1		8		8	
Diquat	EPA 549.2		8		8	
PCBs	EPA 505		8		8	
Dioxin	EPA 1613		4		6	
Chlorinated Acid Herbicides	EPA 515.1 / 515.2		16		16	
Semi-volatile Synthetic Organics	EPA 525.2		16		16	
NDMA			8		8	
Iodide			8		8	
Low level perchlorate			48		54	

## Contract Analysis Appendix A

ANALYSIS	METHOD REFERENCE	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
Nitrosamines				0		0
<b>Radiological</b>				0		0
Gross Alpha and Beta	EPA 900.0		0	0	8	
Radium 226 / 228			0	0	8	
Radon				0		0
Strontium 90			0	0	8	
Tritium			0	0	8	
Uranium			0	0	8	
				0		0
<b>Microbiological</b>				0		0
Bacteriological suitability ratio for DI water			3		3	
Algae identification and enumeration				0		0
Bacteria id	SM 9225			0		0
Giardia/Cryptosporidium	EPA 1623			0		0
Legionella				0		0
Viruses				0		0
Aeromonas				0		0
				0		0
				0		0
				0		0
<b>Other</b>				0		0
Asbestos	EPA 100.1 / 100.2		0	0	2	
Assimilable Organic Carbon				0		0
Flavor Profile Analysis				0		0
MPA (micro. Particulate Analysis)				0		0
Total Organic Carbon				0		0
Geosmin / MIB				0		0
UCMR List 1 Volatiles (2 cmpds)			8		8	
UCMR List 1 Semivolatiles (8 cmpds)				0		0

Contract Analysis Appendix A

ANALYSIS	METHOD REFERENCE	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
UCMR-List 1 DCPA Metabolites				0		0
UCMR List 1 Perchlorate				0		0
UCMR List 2 Semivolatiles (7 cmpds)			8		8	
UCMR List 2 Phenols (4 cmpds)			8		8	
UCMR List 2 HPLC (2 cmpds)			8		8	
UCMR List 2 extra phenols (8 cmpds)			8		8	
UCMR List 2 extra HPLC (7 cmpds)			8		8	

Minimum Estimate:

Maximum Estimate:

APPENDIX A OPTION YEAR 1



Contract Analysis Appendix A

<b>ANALYSIS</b>	<b>METHOD REFERENCE</b>	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
<b>Metals</b>				0		0
Aluminum				0		0
Antimony				0		0
Arsenic				0		0
Barium				0		0
Beryllium				0		0
Boron				0		0
Cadmium				0		0
Calcium				0		0
Chromium				0		0
Copper				0		0
Iron				0		0
Lead				0		0
Magnesium				0		0
Manganese				0		0
Mercury				0		0
Nickel				0		0
Potassium			12		15	
Selenium				0		0
Silver				0		0
Sodium			12		15	
Thalium				0		0
Zinc				0		0
				0		0
<b>Inorganics and Physical Parameters</b>				0		0
Total Alkalinity				0		0
Bromide				0		0
Chloride				0		0
Fluoride				0		0

Contract Analysis Appendix A

<b>ANALYSIS</b>	<b>METHOD REFERENCE</b>	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
Nitrate (as N)				0		0
Nitrite (as N)				0		0
Sulfate				0		0
Orthophosphate				0		0
Hardness				0		0
Color				0		0
Corrosivity				0		0
Foaming Agents / MBAS / Surfactants				0		0
Total Dissolved Solids				0		0
Cyanide	EPA 335.2		2		4	
				0		0
<b>Organic Compounds</b>				0		0
Total Trihalomethanes	EPA 524.2 / 502.2			0		0
Volatile Organics (64 compounds)	EPA 524.2			0		0
Halacetic Acids (5)	EPA 552.2			0		0
Haloacetic Acids extended	EPA 552.2			0		0
EDB	EPA 504.1		2		4	
DBCP	EPA 504.1	-----				
Carbamates	EPA 531.1		8		8	
Glyphosate	EPA 547		8		8	
Endothall	EPA 548.1		8		8	
Diquat	EPA 549.2		8		8	
PCBs	EPA 505		8		8	
Dioxin	EPA 1613		4		6	
Chlorinated Acid Herbicides	EPA 515.1 / 515.2		16		16	
Semi-volatile Synthetic Organics	EPA 525.2		16		16	
NDMA			8		8	
Iodide			8		8	
Low level perchlorate			48		54	

## Contract Analysis Appendix A

<b>ANALYSIS</b>	<b>METHOD REFERENCE</b>	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
Nitrosamines				0		0
<b>Radiological</b>				0		0
Gross Alpha and Beta	EPA 900.0		0	0	8	
Radium 226 / 228			0	0	8	
Radon				0		0
Strontium 90			0	0	8	
Tritium			0	0	8	
Uranium			0	0	8	
				0		0
<b>Microbiological</b>				0		0
Bacteriological suitability ratio for DI water			3		3	
Algae identification and enumeration				0		0
Bacteria id	SM 9225			0		0
Giardia/Cryptosporidium	EPA 1623			0		0
Legionella				0		0
Viruses				0		0
Aeromonas				0		0
				0		0
				0		0
				0		0
<b>Other</b>				0		0
Asbestos	EPA 100.1 / 100.2		0	0	2	
Assimilable Organic Carbon				0		0
Flavor Profile Analysis				0		0
MPA (micro. Particulate Analysis)				0		0
Total Organic Carbon				0		0
Geosmin / MIB				0		0
UCMR List 1 Volatiles (2 cmpds)			8		8	
UCMR List 1 Semivolatiles (8 cmpds)				0		0

Contract Analysis Appendix A

ANALYSIS	METHOD REFERENCE	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
UCMR-List 1 DCPA Metabolites				0		0
UCMR List 1 Perchlorate				0		0
UCMR List 2 Semivolatiles (7 cmpds)			8		8	
UCMR List 2 Phenols (4 cmpds)			8		8	
UCMR List 2 HPLC (2 cmpds)			8		8	
UCMR List 2 extra phenols (8 cmpds)			8		8	
UCMR List 2 extra HPLC (7 cmpds)			8		8	

Minimum Estimate:

Maximum Estimate:

APPENDIX A OPTION YEAR 2

Contract Analysis Appendix A

ANALYSIS	METHOD REFERENCE	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
<b>Metals</b>				0		0
Aluminum				0		0
Antimony				0		0
Arsenic				0		0
Barium				0		0
Beryllium				0		0
Boron				0		0
Cadmium				0		0
Calcium				0		0
Chromium				0		0
Copper				0		0
Iron				0		0
Lead				0		0
Magnesium				0		0
Manganese				0		0
Mercury				0		0
Nickel				0		0
Potassium			12		15	
Selenium				0		0
Silver				0		0
Sodium			12		15	
Thalium				0		0
Zinc				0		0
				0		0
<b>Inorganics and Physical Parameters</b>				0		0
Total Alkalinity				0		0
Bromide				0		0
Chloride				0		0
Fluoride				0		0

## Contract Analysis Appendix A

<b>ANALYSIS</b>	<b>METHOD REFERENCE</b>	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
Nitrate (as N)				0		0
Nitrite (as N)				0		0
Sulfate				0		0
Orthophosphate				0		0
Hardness				0		0
Color				0		0
Corrosivity				0		0
Foaming Agents / MBAS / Surfactants				0		0
Total Dissolved Solids				0		0
Cyanide	EPA 335.2		2		4	
				0		0
<b>Organic Compounds</b>				0		0
Total Trihalomethanes	EPA 524.2 / 502.2			0		0
Volatile Organics (64 compounds)	EPA 524.2			0		0
Halacetic Acids (5)	EPA 552.2			0		0
Haloacetic Acids extended	EPA 552.2			0		0
EDB	EPA 504.1		2		4	
DBCP	EPA 504.1	-----				
Carbamates	EPA 531.1		8		8	
Glyphosate	EPA 547		8		8	
Endothall	EPA 548.1		8		8	
Diquat	EPA 549.2		8		8	
PCBs	EPA 505		8		8	
Dioxin	EPA 1613		4		6	
Chlorinated Acid Herbicides	EPA 515.1 / 515.2		16		16	
Semi-volatile Synthetic Organics	EPA 525.2		16		16	
NDMA			8		8	
Iodide			8		8	
Low level perchlorate			48		54	

## Contract Analysis Appendix A

<b>ANALYSIS</b>	<b>METHOD REFERENCE</b>	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
Nitrosamines				0		0
<b>Radiological</b>				0		0
Gross Alpha and Beta	EPA 900.0		0	0	8	
Radium 226 / 228			0	0	8	
Radon				0		0
Strontium 90			0	0	8	
Tritium			0	0	8	
Uranium			0	0	8	
				0		0
<b>Microbiological</b>				0		0
Bacteriological suitability ratio for DI water			3		3	
Algae identification and enumeration				0		0
Bacteria id	SM 9225			0		0
Giardia/Cryptosporidium	EPA 1623			0		0
Legionella				0		0
Viruses				0		0
Aeromonas				0		0
				0		0
				0		0
				0		0
<b>Other</b>				0		0
Asbestos	EPA 100.1 / 100.2		0	0	2	
Assimilable Organic Carbon				0		0
Flavor Profile Analysis				0		0
MPA (micro. Particulate Analysis)				0		0
Total Organic Carbon				0		0
Geosmin / MIB				0		0
UCMR List 1 Volatiles (2 cmpds)			8		8	
UCMR List 1 Semivolatiles (8 cmpds)				0		0



Contract Analysis Appendix A

ANALYSIS	METHOD REFERENCE	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
UCMR-List 1 DCPA Metabolites				0		0
UCMR List 1 Perchlorate				0		0
UCMR List 2 Semivolatiles (7 cmpds)			8		8	
UCMR List 2 Phenols (4 cmpds)			8		8	
UCMR List 2 HPLC (2 cmpds)			8		8	
UCMR List 2 extra phenols (8 cmpds)			8		8	
UCMR List 2 extra HPLC (7 cmpds)			8		8	

Minimum Estimate:

Maximum Estimate:

APPENDIX A OPTION YEAR 3

Contract Analysis Appendix A

ANALYSIS	METHOD REFERENCE	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
<b>Metals</b>				0		0
Aluminum				0		0
Antimony				0		0
Arsenic				0		0
Barium				0		0
Beryllium				0		0
Boron				0		0
Cadmium				0		0
Calcium				0		0
Chromium				0		0
Copper				0		0
Iron				0		0
Lead				0		0
Magnesium				0		0
Manganese				0		0
Mercury				0		0
Nickel				0		0
Potassium			12		15	
Selenium				0		0
Silver				0		0
Sodium			12		15	
Thalium				0		0
Zinc				0		0
				0		0
<b>Inorganics and Physical Parameters</b>				0		0
Total Alkalinity				0		0
Bromide				0		0
Chloride				0		0
Fluoride				0		0

## Contract Analysis Appendix A

<b>ANALYSIS</b>	<b>METHOD REFERENCE</b>	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
Nitrate (as N)				0		0
Nitrite (as N)				0		0
Sulfate				0		0
Orthophosphate				0		0
Hardness				0		0
Color				0		0
Corrosivity				0		0
Foaming Agents / MBAS / Surfactants				0		0
Total Dissolved Solids				0		0
Cyanide	EPA 335.2		2		4	
				0		0
<b>Organic Compounds</b>				0		0
Total Trihalomethanes	EPA 524.2 / 502.2			0		0
Volatile Organics (64 compounds)	EPA 524.2			0		0
Halacetic Acids (5)	EPA 552.2			0		0
Haloacetic Acids extended	EPA 552.2			0		0
EDB	EPA 504.1		2		4	
DBCP	EPA 504.1	-----				
Carbamates	EPA 531.1		8		8	
Glyphosate	EPA 547		8		8	
Endothall	EPA 548.1		8		8	
Diquat	EPA 549.2		8		8	
PCBs	EPA 505		8		8	
Dioxin	EPA 1613		4		6	
Chlorinated Acid Herbicides	EPA 515.1 / 515.2		16		16	
Semi-volatile Synthetic Organics	EPA 525.2		16		16	
NDMA			8		8	
Iodide			8		8	
Low level perchlorate			48		54	

## Contract Analysis Appendix A

<b>ANALYSIS</b>	<b>METHOD REFERENCE</b>	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
Nitrosamines				0		0
<b>Radiological</b>				0		0
Gross Alpha and Beta	EPA 900.0		0	0	8	
Radium 226 / 228			0	0	8	
Radon				0		0
Strontium 90			0	0	8	
Tritium			0	0	8	
Uranium			0	0	8	
				0		0
<b>Microbiological</b>				0		0
Bacteriological suitability ratio for DI water			3		3	
Algae identification and enumeration				0		0
Bacteria id	SM 9225			0		0
Giardia/Cryptosporidium	EPA 1623			0		0
Legionella				0		0
Viruses				0		0
Aeromonas				0		0
				0		0
				0		0
				0		0
<b>Other</b>				0		0
Asbestos	EPA 100.1 / 100.2		0	0	2	
Assimilable Organic Carbon				0		0
Flavor Profile Analysis				0		0
MPA (micro. Particulate Analysis)				0		0
Total Organic Carbon				0		0
Geosmin / MIB				0		0
UCMR List 1 Volatiles (2 cmpds)			8		8	
UCMR List 1 Semivolatiles (8 cmpds)				0		0

Contract Analysis Appendix A

ANALYSIS	METHOD REFERENCE	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
UCMR-List 1 DCPA Metabolites				0		0
UCMR List 1 Perchlorate				0		0
UCMR List 2 Semivolatiles (7 cmpds)			8		8	
UCMR List 2 Phenols (4 cmpds)			8		8	
UCMR List 2 HPLC (2 cmpds)			8		8	
UCMR List 2 extra phenols (8 cmpds)			8		8	
UCMR List 2 extra HPLC (7 cmpds)			8		8	

Minimum Estimate:

Maximum Estimate:

APPENDIX A OPTION YEAR 4

Contract Analysis Appendix A

ANALYSIS	METHOD REFERENCE	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
<b>Metals</b>				0		0
Aluminum				0		0
Antimony				0		0
Arsenic				0		0
Barium				0		0
Beryllium				0		0
Boron				0		0
Cadmium				0		0
Calcium				0		0
Chromium				0		0
Copper				0		0
Iron				0		0
Lead				0		0
Magnesium				0		0
Manganese				0		0
Mercury				0		0
Nickel				0		0
Potassium			12		15	
Selenium				0		0
Silver				0		0
Sodium			12		15	
Thalium				0		0
Zinc				0		0
				0		0
<b>Inorganics and Physical Parameters</b>				0		0
Total Alkalinity				0		0
Bromide				0		0
Chloride				0		0
Fluoride				0		0



Contract Analysis Appendix A

<b>ANALYSIS</b>	<b>METHOD REFERENCE</b>	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
Nitrate (as N)				0		0
Nitrite (as N)				0		0
Sulfate				0		0
Orthophosphate				0		0
Hardness				0		0
Color				0		0
Corrosivity				0		0
Foaming Agents / MBAS / Surfactants				0		0
Total Dissolved Solids				0		0
Cyanide	EPA 335.2		2		4	
				0		0
<b>Organic Compounds</b>				0		0
Total Trihalomethanes	EPA 524.2 / 502.2			0		0
Volatile Organics (64 compounds)	EPA 524.2			0		0
Halacetic Acids (5)	EPA 552.2			0		0
Haloacetic Acids extended	EPA 552.2			0		0
EDB	EPA 504.1		2		4	
DBCP	EPA 504.1	-----				
Carbamates	EPA 531.1		8		8	
Glyphosate	EPA 547		8		8	
Endothall	EPA 548.1		8		8	
Diquat	EPA 549.2		8		8	
PCBs	EPA 505		8		8	
Dioxin	EPA 1613		4		6	
Chlorinated Acid Herbicides	EPA 515.1 / 515.2		16		16	
Semi-volatile Synthetic Organics	EPA 525.2		16		16	
NDMA			8		8	
Iodide			8		8	
Low level perchlorate			48		54	

## Contract Analysis Appendix A

<b>ANALYSIS</b>	<b>METHOD REFERENCE</b>	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
Nitrosamines				0		0
<b>Radiological</b>				0		0
Gross Alpha and Beta	EPA 900.0		0	0	8	
Radium 226 / 228			0	0	8	
Radon				0		0
Strontium 90			0	0	8	
Tritium			0	0	8	
Uranium			0	0	8	
				0		0
<b>Microbiological</b>				0		0
Bacteriological suitability ratio for DI water			3		3	
Algae identification and enumeration				0		0
Bacteria id	SM 9225			0		0
Giardia/Cryptosporidium	EPA 1623			0		0
Legionella				0		0
Viruses				0		0
Aeromonas				0		0
				0		0
				0		0
				0		0
<b>Other</b>				0		0
Asbestos	EPA 100.1 / 100.2		0	0	2	
Assimilable Organic Carbon				0		0
Flavor Profile Analysis				0		0
MPA (micro. Particulate Analysis)				0		0
Total Organic Carbon				0		0
Geosmin / MIB				0		0
UCMR List 1 Volatiles (2 cmpds)			8		8	
UCMR List 1 Semivolatiles (8 cmpds)				0		0

Contract Analysis Appendix A

ANALYSIS	METHOD REFERENCE	estimated cost per sample	scheduled qty	min. est.	other qty	max. est.
UCMR-List 1 DCPA Metabolites				0		0
UCMR List 1 Perchlorate				0		0
UCMR List 2 Semivolatiles (7 cmpds)			8		8	
UCMR List 2 Phenols (4 cmpds)			8		8	
UCMR List 2 HPLC (2 cmpds)			8		8	
UCMR List 2 extra phenols (8 cmpds)			8		8	
UCMR List 2 extra HPLC (7 cmpds)			8		8	

Minimum Estimate:

Maximum Estimate:

WAGE DETERMINATIONWAGE DETERMINATION DECISION  
OF THE SECRETARY OF LABOR

The following wage determination will be used to conform  
With the requirements of the Service Contract Act of 1965  
(29 CFR 4) of the General Provisions:

Decision No. 94-2103 REV (34) dated: 05/23/2005

**State(s): District of Columbia, Maryland, Virginia**

Areas: Maryland COUNTIES of Calvert, Charles, Frederick,  
Montgomery, Prince George's, St. Mary's.  
Virginia COUNTIES of Arlington, Fairfax, Fauquier,  
King George, Loudoun, Prince William, Stafford,  
Alexandria, Falls Church

WAGE DETERMINATION NO: 94-2103 REV (34) AREA: DC,DISTRICT-WIDE  
HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2104  
\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W.Gross Division of  
Director Wage Determinations

Wage Determination No.: 1994-2103  
Revision No.: 34  
Date Of Revision: 05/23/2005

—  
States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's,  
St  
Mary's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,  
King  
George, Loudoun, Prince William, Stafford

—  
\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	
12.16	
01012 - Accounting Clerk II	
12.86	
01013 - Accounting Clerk III	
14.89	
01014 - Accounting Clerk IV	
16.65	
01030 - Court Reporter	
17.02	
01050 - Dispatcher, Motor Vehicle	
16.50	
01060 - Document Preparation Clerk	
12.75	
01070 - Messenger (Courier)	
10.23	
01090 - Duplicating Machine Operator	
12.75	
01110 - Film/Tape Librarian	
15.10	
01115 - General Clerk I	
11.68	
01116 - General Clerk II	
13.72	
01117 - General Clerk III	
15.32	
01118 - General Clerk IV	
18.74	
01120 - Housing Referral Assistant	
19.30	
01131 - Key Entry Operator I	
12.67	
01132 - Key Entry Operator II	
13.82	
01191 - Order Clerk I	
14.74	
01192 - Order Clerk II	
16.29	
01261 - Personnel Assistant (Employment) I	
13.05	
01262 - Personnel Assistant (Employment) II	
15.10	
01263 - Personnel Assistant (Employment) III	
17.02	
01264 - Personnel Assistant (Employment) IV	
19.60	
01270 - Production Control Clerk	
18.89	
01290 - Rental Clerk	
15.42	
01300 - Scheduler, Maintenance	
15.26	
01311 - Secretary I	
16.11	
01312 - Secretary II	
17.31	

01313 - Secretary III  
19.30  
01314 - Secretary IV  
21.45  
01315 - Secretary V  
23.75  
01320 - Service Order Dispatcher  
15.82  
01341 - Stenographer I  
15.15  
01342 - Stenographer II  
16.47  
01400 - Supply Technician  
21.45  
01420 - Survey Worker (Interviewer)  
16.43  
01460 - Switchboard Operator-Receptionist  
12.06  
01510 - Test Examiner  
17.31  
01520 - Test Proctor  
17.31  
01531 - Travel Clerk I  
11.63  
01532 - Travel Clerk II  
12.49  
01533 - Travel Clerk III  
13.41  
01611 - Word Processor I  
12.75  
01612 - Word Processor II  
15.10  
01613 - Word Processor III  
17.02  
03000 - Automatic Data Processing Occupations  
03010 - Computer Data Librarian  
15.10  
03041 - Computer Operator I  
15.10  
03042 - Computer Operator II  
17.02  
03043 - Computer Operator III  
18.89  
03044 - Computer Operator IV  
21.09  
03045 - Computer Operator V  
23.35  
03071 - Computer Programmer I (1)  
19.64  
03072 - Computer Programmer II (1)  
23.33  
03073 - Computer Programmer III (1)  
27.62  
03074 - Computer Programmer IV (1)  
27.62  
03101 - Computer Systems Analyst I (1)  
27.62  
03102 - Computer Systems Analyst II (1)  
27.62

03103 - Computer Systems Analyst III (1)  
27.62  
03160 - Peripheral Equipment Operator  
15.10  
05000 - Automotive Service Occupations  
05005 - Automotive Body Repairer, Fiberglass  
22.73  
05010 - Automotive Glass Installer  
17.88  
05040 - Automotive Worker  
17.88  
05070 - Electrician, Automotive  
18.95  
05100 - Mobile Equipment Servicer  
15.69  
05130 - Motor Equipment Metal Mechanic  
19.98  
05160 - Motor Equipment Metal Worker  
17.88  
05190 - Motor Vehicle Mechanic  
20.07  
05220 - Motor Vehicle Mechanic Helper  
16.81  
05250 - Motor Vehicle Upholstery Worker  
17.88  
05280 - Motor Vehicle Wrecker  
17.88  
05310 - Painter, Automotive  
18.95  
05340 - Radiator Repair Specialist  
17.88  
05370 - Tire Repairer  
14.43  
05400 - Transmission Repair Specialist  
19.98  
07000 - Food Preparation and Service Occupations  
(not set) - Food Service Worker  
9.91  
07010 - Baker  
12.25  
07041 - Cook I  
11.53  
07042 - Cook II  
12.79  
07070 - Dishwasher  
9.76  
07130 - Meat Cutter  
16.07  
07250 - Waiter/Waitress  
8.59  
09000 - Furniture Maintenance and Repair Occupations  
09010 - Electrostatic Spray Painter  
18.05  
09040 - Furniture Handler  
12.55  
09070 - Furniture Refinisher  
18.05  
09100 - Furniture Refinisher Helper  
13.85

09110 - Furniture Repairer, Minor  
16.01  
09130 - Upholsterer  
18.05  
11030 - General Services and Support Occupations  
11030 - Cleaner, Vehicles  
9.67  
11060 - Elevator Operator  
9.79  
11090 - Gardener  
14.27  
11121 - House Keeping Aid I  
9.97  
11122 - House Keeping Aid II  
10.77  
11150 - Janitor  
10.12  
11210 - Laborer, Grounds Maintenance  
11.65  
11240 - Maid or Houseman  
9.97  
11270 - Pest Controller  
12.49  
11300 - Refuse Collector  
11.69  
11330 - Tractor Operator  
14.00  
11360 - Window Cleaner  
10.51  
12000 - Health Occupations  
12020 - Dental Assistant  
16.90  
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver  
15.83  
12071 - Licensed Practical Nurse I  
15.86  
12072 - Licensed Practical Nurse II  
17.79  
12073 - Licensed Practical Nurse III  
19.92  
12100 - Medical Assistant  
12.94  
12130 - Medical Laboratory Technician  
16.32  
12160 - Medical Record Clerk  
14.96  
12190 - Medical Record Technician  
16.47  
12221 - Nursing Assistant I  
9.32  
12222 - Nursing Assistant II  
10.48  
12223 - Nursing Assistant III  
11.94  
12224 - Nursing Assistant IV  
13.40  
12250 - Pharmacy Technician  
13.02



12280 - Phlebotomist  
13.40  
12311 - Registered Nurse I  
24.92  
12312 - Registered Nurse II  
29.47  
12313 - Registered Nurse II, Specialist  
29.47  
12314 - Registered Nurse III  
35.65  
12315 - Registered Nurse III, Anesthetist  
35.65  
12316 - Registered Nurse IV  
42.73  
13000 - Information and Arts Occupations  
13002 - Audiovisual Librarian  
20.85  
13011 - Exhibits Specialist I  
17.98  
13012 - Exhibits Specialist II  
23.33  
13013 - Exhibits Specialist III  
28.07  
13041 - Illustrator I  
18.73  
13042 - Illustrator II  
23.42  
13043 - Illustrator III  
28.82  
13047 - Librarian  
24.54  
13050 - Library Technician  
17.18  
13071 - Photographer I  
14.67  
13072 - Photographer II  
17.18  
13073 - Photographer III  
21.52  
13074 - Photographer IV  
26.05  
13075 - Photographer V  
29.15  
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations  
15010 - Assembler  
8.71  
15030 - Counter Attendant  
8.71  
15040 - Dry Cleaner  
10.94  
15070 - Finisher, Flatwork, Machine  
8.71  
15090 - Presser, Hand  
8.71  
15100 - Presser, Machine, Drycleaning  
8.71  
15130 - Presser, Machine, Shirts  
8.71

15160 - Presser, Machine, Wearing Apparel, Laundry  
8.71  
15190 - Sewing Machine Operator  
11.73  
15220 - Tailor  
12.43  
15250 - Washer, Machine  
9.31  
19000 - Machine Tool Operation and Repair Occupations  
19010 - Machine-Tool Operator (Toolroom)  
18.95  
19040 - Tool and Die Maker  
23.05  
21000 - Material Handling and Packing Occupations  
21010 - Fuel Distribution System Operator  
19.38  
21020 - Material Coordinator  
19.05  
21030 - Material Expediter  
19.05  
21040 - Material Handling Laborer  
11.50  
21050 - Order Filler  
13.21  
21071 - Forklift Operator  
16.04  
21080 - Production Line Worker (Food Processing)  
15.93  
21100 - Shipping/Receiving Clerk  
13.15  
21130 - Shipping Packer  
13.15  
21140 - Store Worker I  
9.06  
21150 - Stock Clerk (Shelf Stocker; Store Worker II)  
13.05  
21210 - Tools and Parts Attendant  
16.99  
21400 - Warehouse Specialist  
16.04  
23000 - Mechanics and Maintenance and Repair Occupations  
23010 - Aircraft Mechanic  
22.24  
23040 - Aircraft Mechanic Helper  
14.71  
23050 - Aircraft Quality Control Inspector  
23.43  
23060 - Aircraft Servicer  
17.82  
23070 - Aircraft Worker  
18.09  
23100 - Appliance Mechanic  
18.95  
23120 - Bicycle Repairer  
14.43  
23125 - Cable Splicer  
24.68  
23130 - Carpenter, Maintenance  
18.95

23140 - Carpet Layer  
17.80  
23160 - Electrician, Maintenance  
22.59  
23181 - Electronics Technician, Maintenance I  
19.42  
23182 - Electronics Technician, Maintenance II  
21.92  
23183 - Electronics Technician, Maintenance III  
23.87  
23260 - Fabric Worker  
16.61  
23290 - Fire Alarm System Mechanic  
19.98  
23310 - Fire Extinguisher Repairer  
15.69  
23340 - Fuel Distribution System Mechanic  
21.05  
23370 - General Maintenance Worker  
17.28  
23400 - Heating, Refrigeration and Air Conditioning Mechanic  
20.87  
23430 - Heavy Equipment Mechanic  
19.98  
23440 - Heavy Equipment Operator  
20.76  
23460 - Instrument Mechanic  
19.98  
23470 - Laborer  
14.27  
23500 - Locksmith  
18.95  
23530 - Machinery Maintenance Mechanic  
20.51  
23550 - Machinist, Maintenance  
21.52  
23580 - Maintenance Trades Helper  
14.54  
23640 - Millwright  
21.85  
23700 - Office Appliance Repairer  
18.95  
23740 - Painter, Aircraft  
21.29  
23760 - Painter, Maintenance  
18.95  
23790 - Pipefitter, Maintenance  
22.76  
23800 - Plumber, Maintenance  
20.99  
23820 - Pneudraulic Systems Mechanic  
19.98  
23850 - Rigger  
19.98  
23870 - Scale Mechanic  
17.88  
23890 - Sheet-Metal Worker, Maintenance  
19.98

23910 - Small Engine Mechanic  
20.05  
23930 - Telecommunication Mechanic I  
22.21  
23931 - Telecommunication Mechanic II  
23.41  
23950 - Telephone Lineman  
22.21  
23960 - Welder, Combination, Maintenance  
19.98  
23965 - Well Driller  
19.98  
23970 - Woodcraft Worker  
19.98  
23980 - Woodworker  
15.32  
24000 - Personal Needs Occupations  
24570 - Child Care Attendant  
11.58  
24580 - Child Care Center Clerk  
16.15  
24600 - Chore Aid  
9.29  
24630 - Homemaker  
16.75  
25000 - Plant and System Operation Occupations  
25010 - Boiler Tender  
22.57  
25040 - Sewage Plant Operator  
19.52  
25070 - Stationary Engineer  
22.57  
25190 - Ventilation Equipment Tender  
15.24  
25210 - Water Treatment Plant Operator  
19.72  
27000 - Protective Service Occupations  
(not set) - Police Officer  
23.19  
27004 - Alarm Monitor  
16.79  
27006 - Corrections Officer  
18.10  
27010 - Court Security Officer  
20.72  
27040 - Detention Officer  
18.29  
27070 - Firefighter  
20.97  
27101 - Guard I  
11.51  
27102 - Guard II  
15.16  
28000 - Stevedoring/Longshoremen Occupations  
28010 - Blocker and Bracer  
19.89  
28020 - Hatch Tender  
19.89

28030 - Line Handler  
19.89  
28040 - Stevedore I  
18.71  
28050 - Stevedore II  
21.11  
29000 - Technical Occupations  
21150 - Graphic Artist  
22.81  
29010 - Air Traffic Control Specialist, Center (2)  
32.70  
29011 - Air Traffic Control Specialist, Station (2)  
22.54  
29012 - Air Traffic Control Specialist, Terminal (2)  
24.82  
29023 - Archeological Technician I  
15.78  
29024 - Archeological Technician II  
17.58  
29025 - Archeological Technician III  
21.94  
29030 - Cartographic Technician  
23.33  
29035 - Computer Based Training (CBT) Specialist/ Instructor  
31.26  
29040 - Civil Engineering Technician  
22.19  
29061 - Drafter I  
14.31  
29062 - Drafter II  
16.57  
29063 - Drafter III  
18.53  
29064 - Drafter IV  
23.33  
29081 - Engineering Technician I  
17.67  
29082 - Engineering Technician II  
19.84  
29083 - Engineering Technician III  
22.54  
29084 - Engineering Technician IV  
27.49  
29085 - Engineering Technician V  
33.62  
29086 - Engineering Technician VI  
40.67  
29090 - Environmental Technician  
21.22  
29100 - Flight Simulator/Instructor (Pilot)  
36.95  
29160 - Instructor  
26.54  
29210 - Laboratory Technician  
18.56  
29240 - Mathematical Technician  
23.70  
29361 - Paralegal/Legal Assistant I  
20.03

29362 - Paralegal/Legal Assistant II  
24.82  
29363 - Paralegal/Legal Assistant III  
30.35  
29364 - Paralegal/Legal Assistant IV  
36.73  
29390 - Photooptics Technician  
23.33  
29480 - Technical Writer  
28.55  
29491 - Unexploded Ordnance (UXO) Technician I  
20.78  
29492 - Unexploded Ordnance (UXO) Technician II  
25.14  
29493 - Unexploded Ordnance (UXO) Technician III  
30.13  
29494 - Unexploded (UXO) Safety Escort  
20.78  
29495 - Unexploded (UXO) Sweep Personnel  
20.78  
29620 - Weather Observer, Senior (3)  
21.32  
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)  
18.30  
29622 - Weather Observer, Upper Air (3)  
18.30  
31000 - Transportation/ Mobile Equipment Operation Occupations  
31030 - Bus Driver  
15.95  
31260 - Parking and Lot Attendant  
8.62  
31290 - Shuttle Bus Driver  
13.45  
31300 - Taxi Driver  
12.71  
31361 - Truckdriver, Light Truck  
13.89  
31362 - Truckdriver, Medium Truck  
17.09  
31363 - Truckdriver, Heavy Truck  
18.40  
31364 - Truckdriver, Tractor-Trailer  
18.40  
99000 - Miscellaneous Occupations  
99020 - Animal Caretaker  
10.47  
99030 - Cashier  
9.82  
99041 - Carnival Equipment Operator  
12.35  
99042 - Carnival Equipment Repairer  
13.30  
99043 - Carnival Worker  
8.31  
99050 - Desk Clerk  
9.78  
99095 - Embalmer  
19.79

99300 - Lifeguard  
 10.92  
 99310 - Mortician  
 24.77  
 99350 - Park Attendant (Aide)  
 13.71  
 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)  
 11.12  
 99500 - Recreation Specialist  
 16.99  
 99510 - Recycling Worker  
 15.47  
 99610 - Sales Clerk  
 11.08  
 99620 - School Crossing Guard (Crosswalk Attendant)  
 11.37  
 99630 - Sport Official  
 11.24  
 99658 - Survey Party Chief (Chief of Party)  
 18.39  
 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)  
 17.48  
 99660 - Surveying Aide  
 11.43  
 99690 - Swimming Pool Operator  
 13.93  
 99720 - Vending Machine Attendant  
 10.73  
 99730 - Vending Machine Repairer  
 13.93  
 99740 - Vending Machine Repairer Helper  
 11.34

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All



operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of

the wage determination in the contract, adjusting the contract price, etc."  
 (The relevant CBA section) in the collective bargaining agreement between (the parties)  
 contains contingency language that Wage and Hour does not recognize as reflecting  
 "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

#### Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FURNISH ALL LABOR, EQUIPMENT, FFP MATERIALS, TOOLS, SUPERVISION, AND ALL OTHER ITEMS INCIDENTAL TO AND REQUIRED TO PROVIDE LABORATORY SERVICES TO THE WASHINGTON AQUEDUCT IN ACCORDANCE WITH THE ENCLOSED SCOPE OF WORK AND CONTRACT ANALYSIS APPENDIX A FOR THE PERIOD 01 DECEMBER 2005 THROUGH 30 NOVEMBER 2006. BASE YEAR PURCHASE REQUEST NUMBER: W9132A-5285-5327	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum		
OPTION	FURNISH ALL LABOR, EQUIPMENT, FFP MATERIALS, TOOLS, SUPERVISION, AND ALL OTHER ITEMS INCIDENTAL TO AND REQUIRED TO PROVIDE LABORATORY SERVICES TO THE WASHINGTON AQUEDUCT IN ACCORDANCE WITH THE ENCLOSED SCOPE OF WORK AND CONTRACT ANALYSIS APPENDIX A FOR THE PERIOD 01 DECEMBER 2006 THROUGH 30 NOVEMBER 2007. OPTION YEAR 1 PURCHASE REQUEST NUMBER: W9132A-5285-5327				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum		
OPTION	FURNISH ALL LABOR, EQUIPMENT, FFP MATERIALS, TOOLS, SUPERVISION, AND ALL OTHER ITEMS INCIDENTAL TO AND REQUIRED TO PROVIDE LABORATORY SERVICES TO THE WASHINGTON AQUEDUCT IN ACCORDANCE WITH THE ENCLOSED SCOPE OF WORK AND CONTRACT ANALYSIS APPENDIX A FOR THE PERIOD 01 DECEMBER 2007 THROUGH 30 NOVEMBER 2008. OPTION YEAR 2 PURCHASE REQUEST NUMBER: W9132A-5285-5327				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lump Sum		
OPTION	FURNISH ALL LABOR, EQUIPMENT, FFP MATERIALS, TOOLS, SUPERVISION, AND ALL OTHER ITEMS INCIDENTAL TO AND REQUIRED TO PROVIDE LABORATORY SERVICES TO THE WASHINGTON AQUEDUCT IN ACCORDANCE WITH THE ENCLOSED SCOPE OF WORK AND CONTRACT ANALYSIS APPENDIX A FOR THE PERIOD 01 DECEMBER 2008 THROUGH 30 NOVEMBER 2009. OPTION YEAR 3 PURCHASE REQUEST NUMBER: W9132A-5285-5327				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lump Sum		
OPTION	FURNISH ALL LABOR, EQUIPMENT, FFP MATERIALS, TOOLS, SUPERVISION, AND ALL OTHER ITEMS INCIDENTAL TO AND REQUIRED TO PROVIDE LABORATORY SERVICES TO THE WASHINGTON AQUEDUCT IN ACCORDANCE WITH THE ENCLOSED SCOPE OF WORK AND CONTRACT ANALYSIS APPENDIX A FOR THE PERIOD 01 DECEMBER 2009 THROUGH 30 NOVEMBER 2010. OPTION YEAR 4 PURCHASE REQUEST NUMBER: W9132A-5285-5327				

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NET AMT

FOB: Destination

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 01-DEC-2005 TO 30-NOV-2006	N/A	CHEMISTRY UNIT ELIZABETH TURNER 5900 MACARTHUR BLVD NW WASHINGTON, DC 20315-0220 202-764-2728 FOB: Destination	E250632
0002	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E250632
0003	POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E250632
0004	POP 01-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E250632
0005	POP 01-DEC-2009 TO 30-NOV-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E250632

## CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.217-5	Evaluation Of Options	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.



(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

- (4) A summary of the rationale for award;
  - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)  
ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a

decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

\_\_\_\_Black American.

\_\_\_\_Hispanic American.

\_\_\_\_Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN



--	--

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

- (1) Listed end products.

Listed End Product

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Listed Countries of Origin

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- (2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days of exercising the option.. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days before the contract expires); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 November 2010..

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541380, testing laboratories (except mediocal, veterinary)

(2) The small business size standard is an average annual receipts for the preceeding three (3) fiscal years, including affiliates, a shall not exceed \$10,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

##### (a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

##### Listed End Product

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##### Listed Countries of Origin

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(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

( ) (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

( ) (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

ENVIRONMENTAL TECHNICIAN \$25.14

LABORATORY TECHNICIAN \$16.99

FRINGE BENEFITS –

1. Contribution of one point six (1.6%) of basic hourly rate for health and insurance.
2. Contribution of seven (7%) of basic hourly rate for retirement.



3. Ten (10) paid holidays as follows: New Year's Day; Martin Luther King Day; President's Day; Memorial Day; Independence Day, Labor Day, Veteran's Day; Thanksgiving Day, Christmas Day.
4. Paid Annual Leave (Vacation) as follows:
  - A. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
  - B. Three (3) hours of annual leave each week for an employee with three but less than fifteen (15) years of service.
  - C. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

#### 52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following NONE YTD.. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the CLOSE OF BUSINESS FOUR (4) WORKING DAYS BEFORE THE QUOTATION IS SCHEDULED TO CLOSE..

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>; <http://farsite.hill.af.mil>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>      <http://farsite.hill.af.mil>

(End of clause)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

5. The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUL 2005) (DEVIATION)), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.232-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

## 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)